

**RESOLUTION 2019-038**

**PASSED: FEBRUARY 11, 2019**

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB TOWNSHIP ROAD DISTRICT PERTAINING TO SNOW REMOVAL THROUGH MAY 1, 2020.**

**WHEREAS**, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

**WHEREAS**, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, the City has previously agreed, pursuant to the terms of certain intergovernmental agreements with DeKalb Township Road District, to engage in collaborative snow removal and deicing activities; and

**WHEREAS**, the City and the District wish to continue this mutually beneficial arrangement;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City of DeKalb hereby approves of the Intergovernmental Agreement pertaining to snow removal attached hereto as Exhibit A, subject to such changes as shall be acceptable to the Mayor with the recommendation of City Staff. The Mayor shall be authorized and directed to execute the Agreement and thereafter the City shall comply therewith.

**SECTION 2:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 11<sup>th</sup> day of February 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Stupegia, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

**ATTEST:**

  
**LYNN A. FAZEKAS**, City Clerk



  
**JERRY SMITH**, Mayor

## INTERGOVERNMENTAL COOPERATION AGREEMENT

This agreement is made this 11<sup>th</sup> day of February 2019 between the DeKalb Township Road District, a unit of local government whose principal address is 2323 S. Fourth St., DeKalb, IL 60115 (hereafter "Road District"), and The City of DeKalb, an Illinois Municipal Corporation, whose address is 200 S. Fourth St., DeKalb, IL 60115 (hereafter, "the City"). The parties enter this agreement pursuant to the authority granted to each of them by Art. VII, Sec. 10 of the Constitution of the State of Illinois adopted at special election on December 15, 1970 and the Intergovernmental Cooperation Act.

WHEREAS, there are various roads throughout the Road District and the City which overlap. The parties agree that it is to both of their benefit to delineate the deicing and snow removal of said roads, so the responsibility is clear, and duplication of costs and effort is avoided.

In consideration of the mutual obligations and promises between and among the parties contained in this agreement, and the exchange of ten dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. Shared Responsibility for Snow Removal and Deicing:

- a. The City and Road District acknowledge that there are certain roads that are under the jurisdiction of the City and the Road District, which are traversed by both parties in the ordinary course of their respective activities. With regard to these roads, the primary responsibility for snowplowing and deicing activities shall be shared equally by both parties.
  - i. Fairview Road from Illinois Route 23 west to Annie Glidden Road;
  - ii. Gurler Road from Illinois Route 23 west to South First Street; and
  - iii. Peace Road from Fairview Road south to Gurler Road.
- b. Each party shall use its own equipment, materials and labor and pay the costs for said equipment, materials and labor for their respective services with respect to the above-listed roads.

2. DeKalb Township Road District Responsibility for Snow Removal and Deicing:

- a. The following roads will be deiced, snowplowed by Road District:
  - i. Gurler Road from Illinois Route 23 east to Crego Road;
  - ii. Crego Road north to the Interstate 88 Oasis entrance;
  - iii. Fairview Road west of Annie Glidden Road approximately 300 feet;
  - iv. John Huber Parkway from Illinois route 23 north approximately 700 feet; and
  - v. Bethany Road from Sangamon Street to the City/Township line.

- b. The Road District shall use its own equipment, materials and labor and pay the costs for said equipment, materials and labor for the above roads.
3. City of DeKalb Responsibility for Snow Removal and Deicing:
  - a. The following roads will be deiced, snowplowed by the City:
    - i. Health Services Drive;
    - ii. Manor Drive;
    - iii. Kishwaukee Lane;
    - iv. DeKalb Township's portion of Greenwood Acres Drive; and
    - v. Twombly Road from Annie Glidden west to Rosenow Way.
  - b. The City shall use its own equipment, materials and labor and pay the costs for said equipment, materials and labor for the plowing and snow removal.
4. This agreement will expire on May 1, 2020. This agreement may be extended or shortened by mutual written consent of the parties.
5. Either party may at any time voluntarily provide additional maintenance beyond deicing and snow removal, subject to paragraphs 6-8 below. Such voluntary maintenance shall not obligate the party performing the voluntary maintenance to any action or inaction now or in the future. All ongoing maintenance, resurfacing, asphalt and replacement shall remain the responsibility of the party in whose jurisdiction the road lies.
6. This written instrument is the entire agreement between the parties, and changes may only be made in writing that is duly executed by both parties. The parties signing below acknowledge and affirm that they have the authority to execute this Agreement.
7. With respect to any services required to be provided by either party under this Agreement, each party shall be individually responsible for determining the time at which it provides services, the nature and extent of service required, and the means, materials, and mechanism for performing such services. Neither party shall be responsible for the action or inaction of the other party.
8. The City and Road District agree that each shall maintain comprehensive general liability and other insurance in amounts determined to be appropriate by their respective corporate authorities. The City agrees that it shall indemnify, defend and hold harmless Road District from any alleged claim arising solely out of the action or inaction of the city with respect to the performance of obligations of the City under the terms of the Agreement or the negligence or willful and wanton misconduct of the City. Road District agrees that it shall indemnify, defend and hold harmless the City from any alleged claim arising solely out of the action or inaction of Road District with respect to the performance of obligations of Road District under the terms of this Agreement or the negligence or willful and wanton misconduct of the Road District.

The parties agree that they shall cooperate in the defense of any alleged claim arising out of the mutual or joint conduct of the parties.


9. The City and Road District agree that, to the extent required by law, they participate in and follow the Federal Motor Carrier Safety Administration's DOT Drug & Alcohol Testing Program for employees who are required to possess commercial driver's licenses and who will perform any work relating to this Agreement.

Executed on the date first written above by:

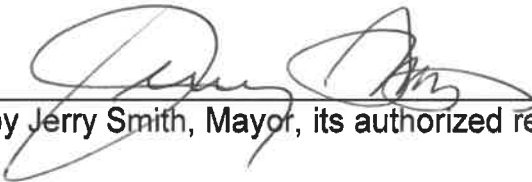
  
DeKalb Township Road District Commissioner

Print Name: Craig Smith

Witness:

  
Township Clerk

Print Name: GERALYNNE M. KUNDE

  
City of DeKalb, by Jerry Smith, Mayor, its authorized representative.

Witness:

  
Lynn A. Fazekas, City Clerk

